

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Andrew Frank	Examiner:	Khanh Dang
Serial No.:	09/551,299	Group Art Unit:	2111
Filed:	April 18, 2000	Docket:	977.039US1
Title:	COMBINED UNINTERRUPTABLE POWER SUPPLY AND BUS CONTROL MODULE TO IMPROVE POWER MANAGEMENT AND LEGACY SUPPORT		

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I, Marvin L. Beekman, am the attorney of record for the above identified patent application as evidenced by the Power of Attorney filed in the present application on April 18, 2000. I am making this petition on behalf of Digi International, Inc., the assignee of the present invention. As the attorney of record, I am empowered to act on behalf of the assignee and, in accordance with 37 C.F.R. § 1.321(b)(iv), to sign this terminal disclaimer.

Certificate Under 37 C.F.R. § 3.73(b)

Your petitioner, Digi International, Inc., certifies that it is the owner of the entire right, title and interest in and to the above-identified patent application (Serial No. 09/551,299) and to U.S. Serial No. 09/837,626 (US Patent No. 6,904,530). Your petitioner owns the entire right, title, and interest of these applications by nature of the following assignments executed and filed for both of these applications:

1. An assignment of U.S. Serial No.09/551,299 from inventor Andrew Frank to Inside Out Networks, recorded with the U.S. Patent and Trademark Office on April 18, 2000 at Reel, 010760, Frame 0125;
2. An assignment of U.S. Serial No.09/551,299 from Inside Out Networks to Digi International, Inc., executed May 28, 2002 (copy enclosed);
3. An assignment of U.S. Serial No. 09/837626 (US Patent No. 6,904,530) from

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inventor Andrew Frank to Inside Out Networks, recorded on June 22, 2005 at Reel 016392, Frame 0632; and

4. A merger document re U.S. Serial No. 09/837626 (US Patent No. 6,904,530) from Inside Out Networks to Digi International, Inc., recorded with the U.S. Patent and Trademark Office on September 2, 2005, at Reel 016937, Frame 0917.

The undersigned representative of the assignee has reviewed the evidentiary documents of title and certifies that to the best of assignee's knowledge and belief, title is in the assignee, Digi International, Inc. , seeking to take the action set forth in this disclaimer.

Terminal Disclaimer

Your petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified patent application, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimers, of U.S. Patent No. 6,904,530. Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to U.S. Patent No. 6,904,530 and the legal title of the above-identified application and any patent granted thereon remain common, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors and assigns.

Limitations on the Disclaimer

Your petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,904,530 in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration date of its statutory

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term as presently shortened by any terminal disclaimer, except for the separation of legal title as stated hereinabove.

Fee Status

Please charge Deposit Account 19-0743 in the amount of \$130.00, which is required under 37 C.F.R. § 1.20(d) to file a statutory disclaimer. The Commissioner of Patents and Trademarks is hereby authorized to charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

ANDREW FRANK

By his Representatives,


SCHWEGMAN, LUNDBERG, WOESSNER &
KLUTH, P.A.

P.O. Box 2938

Minneapolis, MN 55402

(612) 373-6960

Date 11-9-06

By 
Marvin L. Beekman
Reg. No. 38,377

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being filed using the USPTO's electronic filing system EFS-Web, and is addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 9 day of November 2006.

CANDIS BUENDING

Name

Signature 

Atty Ref/Docket No.: 977.039US1

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2. Name and address of receiving party(ies):

Inside Out Networks

Name: Digi International Inc.

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Street Address: 11001 Bren Road East

3. Nature of conveyance:

City: Minnetonka State: MN ZIP: 55343

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: May 28, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 09/551,299, filed April 18, 2000

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: 1

Name: Thomas F. Brennan

7. Total fee (37 CFR 3.41): \$ 40.00

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

[X] Enclosed

[] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marvin L. Beekman / Reg. No. 38,377

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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COPY

ASSIGNMENT

WHEREAS, Inside Out Networks, a corporation organized and existing under and by virtue of the laws of the State of Texas, and having an office and place of business at 248 Addie Roy Road, Suite B-103, Austin, TX 78746, (hereinafter "Assignor") is the owner of the invention and application for Letters Patent of the United States filed on April 18, 2000, which application is assigned U.S. patent application serial number 09/551,299, and is entitled COMBINED UNINTERRUPTABLE POWER SUPPLY AND BUS CONTROL MODULE TO IMPROVE POWER MANAGEMENT AND LEGACY SUPPORT;

AND WHEREAS, Digi International Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 11001 Bren Road East, Minnetonka, Minnesota 55343 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor does hereby agree that it and its successors and assigns, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor

MAY IN TESTIMONY WHEREOF, I have hereunto set my hand this 28TH day of MAY, 2002.

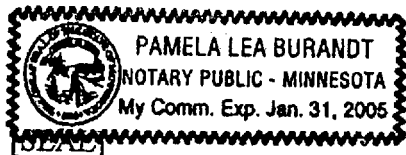
Assignor:

INSIDE OUT NETWORKS

By Steve Maurer
Name STEVE MAURER
Title Director of Contracts

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

On this 28th day of May, 2002 before me personally appeared
Steve Maurer, an officer of Assignor, to me known
to be the person who executed the foregoing instrument, and he/she duly acknowledged to me
that he/she is authorized to execute the same for the uses and purposes therein set forth.



Pamela Lea Burandt
Notary Public